Towns County Herald

Legal Notices for March 27, 2013

NOTICE TO DEBTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS RE: Estate of Mary Burnett Strain

All debtors and creditors of the estate of Mary Burnett Strain, late of Towns County, Georgia, are hereby notified to render their demands and payments to the Executor of said Estate, according to law, and all per-sons indebted to said estate are required to make immediate payment to the Executor. This 28th day of February, 2013. Jon Douglas Strain,

Personal Representative PO Box 709 Young Harris, GA 30582 706-379-3680 T(Mar6,13,20,27)B

NOTICE OF 2ND DUI CONVICTION

Towns County Probate Court Name of Offender: Jestin Tyler Hammock Address of Offender: 905 Stone Mill Road, Lawrenceville, GA 30046 County of Residence: Gwinnett Date of Arrest: 10/28/12 Place of Arrest: Towns County Date of Conviction: 02/05/2013 Disposition: Fined \$3,158.00; 24 months probation; 72 hours to serve in the Towns County Jail; License Suspension; 30 days of Community Service Work; DUI school; Obtain a Clinical Evaluation; Ignition Interlock Device; Drug Screening T(Mar27)B

NOTICE OF 2ND DUI CONVICTION

Towns County Probate Court Name of Offender: Kylene Catherine Du-

puis Address of Offender: 125 Cane Creek Ridge,

Blairsville, GA 30512 County of Residence: Union

Date of Arrest: 10/02/12

Place of Arrest: Towns County Date of Conviction: 02/05/2013 Disposition: Fined \$1,390.00; 12 months probation; 72 hours to serve in the Towns County Jail; License Suspension; 30 days of Community Service Work; DUI school; Obtain a Clinical Evaluation; Ignition Inter-lock Device; Drug Screening

NOTICE OF 2ND DUI CONVICTION

T(Mar27)B

Towns County Probate Court Name of Offender: Kerry Shannon Neace Address of Offender: 1412 Rogers Road, Hiawassee, GA 30546 County of Residence: Towns Date of Arrest: 07/12/12 Place of Arrest: Towns County Date of Conviction: 12/04/12 Disposition: Fined \$2,510.00; 36 months probation; 72 hours to serve in the Towns county Jai; License Suspension; 30 days of Community Service Work; DUI school; Obtain a Clinical Evaluation; Ignition Interlock Device T(Mar27)B

NOTICE OF 3RD DUI CONVICTION

Towns County Probate Court Name of Offender: Kerry Shannon Neace Address of Offender: 1412 Rogers Road, Hiawassee, GA 30546

- County of Residence: Towns
- Date of Arrest: 08/05/12 Place of Arrest: Towns County

Date of Conviction: 12/04/2012 Disposition: Fined \$3,684.00; 36 months probation consecutive to Towns County Probate Case Number 2012T305; 15 days to serve in the Towns County Jail; License Suspension; 30 days of Community Service Work; DUI school; Obtain a Clinical Evalu-ation; Ignition Interlock Device; Declared Habitual Violator

NOTICE OF SALE UNDER POWER

T(Mar27)B

GEORGIA, TOWNS COUNTY Because of default in the payment of the indebtedness, secured by a Security Deed executed by Derek D Taylor and Mary Ann W Taylor to National City Mortgage Co. dat-ed May 12, 2003 in the amount of \$121,800, and recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last transferred to PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co by assignment; the undersigned, PNC Bank, National Association, successor in interest to National City Real Estate Ser-vices, LLC, successor by merger to Nation-al City Mortgage, Inc., formerly known as National City Mortgage Co pursuant to said deed and the note thereby secured, has de-clared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in May, 2013, during the legal hours of sale, at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit: All that tract or parcel of land lying and being in Land Lot 125, 17th District, 1st Section, Towns County Georgia, containing 2.413 acres as shown on a plat of survey by Tamrok Associates, Inc., dated 9/24/99,

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

In the Superior Court of Towns County, State of Georgia Civil Action No: 12-CV-352 RG

Great Northern Insurance Company a/s/o Stuart and Kristin Segerman, Plaintiff V. Just Plumbing, LCC d/b/a Precision Plumb-

ing, Defendant TO: Just Plumbing, LLC d/b/a Precision Plumbing by Order for Service by Publication date January 31, 2013: You are hereby notified that Great Northern Insurance Com-pany a/s/o Stuart and Kristin Segerman filed a suit against you for Negligence in the Superior Court of Towns County, Georgia, on November 27, 2012. You are required to file with S. Woodhouse, Esq., 260 Peachtree Street, N.W., Suite 1402, Atlanta, GA 30303, an Answer in writing within Sixty (60) days of the date of the order for service by publi-cation. If you fail to do so the party seeking service against you will apply to the court

for the relief sought. This 7th day of March, 2013 This Notice bears teste in the name of Judge Raymond George Cecil Dye, Clerk of Superior Court Towns County T(Mar27,Apr3,10,17)P

NOTICE OF LOCATION

AND DESIGN APPROVAL CSSTP-0007-00(495), LUMPKIN, TOWNS, UNION, AND WHITE COUNTIES P.I. No. 0007495

Notice is hereby given in compliance with Georgia Codes 22-2-109 and 32-3-5 that the Georgia Department of Transportation has approved the Location and Design of this project.

The date of location approval is: March 12,

Project CSSTP-0007-00(495) in Lumpkin, Union, Towns, and White Counties consists of signal upgrades and pedestrian facility improvements for twenty (20) intersections within Lumpkin, Union, Towns, and White Counties. The project is located in the fol-lowing Land Districts: 9, 12, 17, and 19; Land Lots: 69, 70, 112, 134, 135, 268, 269, 950, 984, 985, 998, and 999; and Georgia Military Districts: 837, 843, and 865.

- Lumpkin County 1. SR 52 @ SR 115/Longbranch Rd 2. SR 60 @ SR 400
- 2. Sh 00 @ Sh 400 3. SR 400 @ Burnt Stand 4. SR 60-US 19 @ SR 9-SR 52-SR 60 (Mor-rison Moore Pkwy) 5. SR 9/52 @ W. Main Street 6. SP 60 US @ Freet
- 6. SR 60 BUS @ E. Main Street 7. SR 9/52/60 @ SR 60 BUS 8 SR 9 @ SR 52

9. SR 9 /52/60 @ E. Memorial DR/Pinetree

Way			
Towns County			
1. SR 2 @ SR 75			
2. SR 2 @ SR 66			
3. SR 2 @ SR 17			
4. SR 2 @ River Street			
5. SR 2 @ SR 288			
Union County			
1. SR 2/515 @ SR 11/U	S 1	29	
2. SR 2 @ Industrial Bl	vd		
3. SR 11 @ SR 325			
4. SR 2 @ Young Harris	SI	ree	et
White County			

1. SR 11 @ Westmoreland Pkwy

2. SR 115 @ SR 384 The proposed construction will consists of upgrades including traffic signal equip-ment, pedestrian countdown signals, ADA wheel chair ramps, and cross walk strip-

ing. Drawings or maps or plats of the proposed are on file and are project, as approved, are on file and are available for public inspection at the Geor-gia Department of Transportation: Mr. Michael Seabolt

Area Engineer, District One Area Four email: mseabolt@dot.ga.gov 942 Albert Reid Rd Cleveland, GA 30528

(706) 348-4848

Any interested party may obtain a copy of Any interested party may obtain a copy of the drawings or maps or plats or portions thereof by paying a nominal fee and re-questing in writing to: Ms. Genetha Rice-Singleton State Program Delivery Engineer email: grice-singleton@dot.ga.gov One Georria Center One Georgia Center 600 West Peachtree St NW Atlanta, Georgia 30308 (404) 631-1522 Any written request or communication in reference to this project or notice SHOULD

include the Project and P.I. Numbers as noted at the top of this notice. T(Mar20,27,Apr3,10)B

NOTICE OF SALE UNDER POWER STATE OF GEORGIA **COUNTY OF TOWNS**

Because of a default in the payment of the indebtedness secured by a Security Deed

NOTICE OF SALE UNDER POWER IN SECURITY DEED STATE OF GEORGIA COUNTY OF TOWNS

Under and by virtue of the Power of Sale contained in the Deed to Secure Debt from Bobby Lewis Ledford to Bank of Hiawassee dated May 12, 2006, and recorded in Deed Book 371, Page 641, in the offices of the Clerk of the Superior Court of Towns Coun-ty, Georgia; as last modified by that certain Modification Agreement Memorandum dated January 3, 2011, recorded in Deed Book 487, Page 760, aforesaid records; as assigned to Citizens South Bank in that certain Memorandum of Purchase and Assumption Agreement and Master Assignment, dated March 19, 2010, filed December 28, 2010 in Deed Book 486, Page 790, aforesaid records (as same may have been modified from time to time, collectively the "Security Deed"), the undersigned will sell at public outcry to the highest and best bid-der for cash before the door of the Courthouse of Towns County, Georgia, during the legal hours of sale, on the first Tuesday in April, 2013, the following described real

April, 2013, the following described real property, to wit: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 7 & 30, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY, GEORGIA, BEING LOT 17, CONTAINING 0.855 ACRES, MORE OR LESS, OF OLD BRASS-TOWN ESTATES AS SHOWN ON A PLAT OF SURVEY BY NORTHSTAR LAND SURVEYING, INC., DATED MAY 13, 2002 AS RECORDED IN PLAT BOOK 28. PAGE 134. TOWNS COUNTY. PLAT BOOK 28, PAGE 134, TOWNS COUNTY, GEORGIA RECORDS, SAID PLAT BEING IN-CORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE LEGAL DESCRIPTION.

SUBJECT TO ALL MATTERS AND CONDI-TIONS AS SHOWN ON ABOVE REFERENCED PLAT OF SURVEY.

PLAT OF SURVEY. THIS PROPERTY IS CONVEYED TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES, 50 FEET IN WIDTH, ALONG BRASSTOWN LANE AS SHOWN ON THE ADDRESS PERFERENCE TO PLATE OF CURDEY. THE ABOVE REFERBED TO PLAT OF SURVEY SUBJECT TO THE PROTECTIVE COVENANTS AND RESTRICTIONS PERTAINING TO OLD BRASSTOWN ESTATES AS RECORDED IN DEED BOOK 243, PAGE 731, AND AMEND-ED IN DEED BOOK 324, PAGE 395, TOWNS

COUNTY, GEORGIA RECORDS. KNOWN AS: 2110 BRASSTOWN LANE, YOUNG HARRIS, GEORGIA 30582

HARKIS, GEUKGIA 30582 The debt secured by the Security Deed is evidenced by a Note and Consumer Secu-rity Agreement, dated May 12, 2006, from Bobby Lewis Ledford to Bank of Hiawas-see in the original principal amount of \$157,500, as last modified by the certain Modification. Agreement dated Lanuary Modification Agreement dated January 3, 2011 increasing principal amount to \$175,941.83 (as same may have been further modified, renewed or amended, collec-tively the "Note"); plus interest from date on the unpaid balance until paid, and other indebtedness.

Default has occurred and continues under the terms of the Note and Security Deed by reason of, among other possible events of default, the nonpayment when due of the indebtedness evidenced by the Note and secured by the Security Deed and the failure to comply with the terms and conditions of the Note and Security Deed. By reason of this default, the Security Deed has been declared foreclosable according to its terms.

The above-described real property will be sold to the highest and best bidder for cash as the property of Bobby Lewis Ledford, the proceeds to be applied to the payment of said indebtedness, attorneys' fees, and the lawful expenses of said sale, all as provided in the Note and Security Deed. The sale shall be subject to the following: all out-standing ad valorem taxes and/or assessments, if any; possible redemptive rights of the Internal Revenue Service, if any; and all prior assessments, easements, restrictions or matters of record.

or matters of record. To the best of the undersigned's knowledge and belief, the real property is presently owned by Bobby Lewis Ledford. To the best of the undersigned's knowledge and belief, the party in possession of the real property is Bobby Lewis Ledford, and tenants holding under him. Park Sterling Bank, successor by merger to Citizens South Bank, successor in interest

Citizens South Bank, successor in interest to Bank of Hiawassee, as Attorney-in-Fact for Bobby Lewis Ledford.

M. Todd Westfall, Esquire Howick, Westfall, McBryan & Kaplan, LLP Suite 600, One Tower Creek 3101 Towercreek Parkway Atlanta, Georgia 30339 (678) 384-7005

T(Mar6,13,20,27)B

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY By virtue of a Power of Sale contained in that certain Security Deed from Margaret H. Pulliam to N and Electronic Registration Systems, Inc., act-ing solely as nominee for Pinnacle Financial Corporation, dated September 21, 2005, recorded September 26, 2005, in Deed Book 348, Page 271-291, Towns County, Georgia Records, said Security Deed having been given to secure a Note of even date in the original principal amount of Two Hundred Ninety-Nine Thousand Two Hundred Fifty and 00/100 dollars (\$299,250), with interest thereon as provided for therein, said Security Deed having been last sold, assigned and transferred to BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, secured credi-tor, there will be sold at public outcry to the highest bidder for cash before the court-house door of Towns County, Georgia, with-in the legal hours of sale on the first Tues-In the legal hours of sale on the first Tues-day in April, 2013, all property described in said Security Deed including but not limited to the following described property: ALL THAT TRACT OR PARCEL OF LAND LY-ING AND BEING IN LAND LOT 78, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA AND BEING UNIT 3 a/k/a LOT 3, OF LAKESCAPE PATIO HOMES AS SHOWN ON PLAT OF SURVEY BY BLAIRSVILLE SURVEY-ING COMPANY. ROBERT J. BREEDLOVE RLS ING COMPANY, ROBERT J. BREEDLOVE, RLS DATED 05/11/04 AND REVISED ON 08/24/04 AND RECORDED IN PLAT BOOK 32, PAGE 267, TOWNS COUNTY, GEORGIA RECORDS, WHICH PLAT IS BY REFERENCE INCORPO-RATED HEREIN AND MADE A PART HEREOF. THE PROPERTY IS SUBJECT TO THE COV-ENANTS AND RESTRICTIONS AS PERTAINS TO LAKESCAPE PATIO HOMES AS RECORD-ED IN DEED BOOK 316. PAGES 378-393 AND

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Under and by virtue of the Power of Sale contained in a Security Deed given by Jef-frey E. Generas and Cindy C. Arrington to Citizens Fidelity Mortgage Corp., dated January 28, 2003, recorded on Febru-ary 3, 2003, in Deed Book 263, Page 334, Towns County, Georgia Records, said Secu-rity Deed Having been last soid assigned rity Deed having been last sold, assigned, transferred and conveyed to Deutsche Bank National Trust Company, as Trustee of Residential Asset Securitization Trust Se-ries 2003-A2, Mortgage Pass-Through Cer-tificates, Series 2003-B under the Pooling and Servicing agreement dated February 1, 2003, the secured creditor, by Assignment, dated June 20, 2012, recorded on February June 29, 2012, in Deed Book 515, Page 572, Towns County, Georgia Records, convey-Towns County, Georgia Records, convey-ing the after-described property to secure a Note in the original principal amount of Three Hundred Sixty-Eight Thousand and 00/100 DDLLARS (\$368,000), with inter-est thereon as set forth therein, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtdeness due and pay amount of said indebtedness due and pay-able and, pursuant to the power of sale contained in said Deed, will on April 2, 2013 during the legal hours of sale, before the Courthouse door in said County, sell at pub-lic outcry to the highest bidder for cash, the property described in said Deed, to-wit: All that tract or parcel of land lying and be-ing in Land Lots 51 and 58, 17th District, 1st

Section, Towns County, Georgia, containing 1.24 Acres and being Lot 25, Block G, Lakes Forest Estates as shown on a plat of survey by James A Long, Registered Surveyor # 1579, dated February 15, 1986 and record-ed in Plat Book 10, Page 61, Towns County records, which description on said plat is incorporated herein by reference. This property is conveyed subject to the

road easement which bounds the tract as shown on said plat of survey. The grantors grant to grantee a non-exclu-

sive perpetual easement for Ingress and Egress to the above described property. Said easement to run from U.S. Highway 76 along the roads in Lake Forest Estates.

The property is subject to the reservations and restrictive covenants pertaining to Lake Forest Estates as recorded in Deed Book 80, Page 178-180, Towns County, Georgia records.

Said property is known as 1125 Ramey Mountain Road, Hiawassee, GA 30546, to-gether with all fixtures and personal property attached to and constituting a part of said property, if any. Said property will be sold as the property of

Jeffrey E. Generas and Cindy C. Arrington, the property, to the best information, knowledge and belief of the undersigned, being presently in the possession of Jef-frey E. Generas or a tenant or tenants. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord superior to the Security Deed first set out above. The sale will be conducted sub-ject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Pursuant to O.C.G.A. Section 9-13-172.1. which allows for certain procedures re-garding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation of the audit of the status of the loan as provided immediately above. The debt secured by said Security Deed has been and is bareby declared due ba-

has been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt re-maining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Se-curity Deed and by law, including, without limitation, attorneys' fees. Notice has been given of intention to collect attorneys' fees and other charges in accordance with the

The balance, if any, will be distributed as provided by law. Pursuant to O.C.G.A. 44-14-162.2, the name, address and telephone number of the in-dividual or entity who shall have the full authority to negotiate, amend, or modify all terms of the above-described mortgage on behalf of the secured creditor, Deutsche Bank National Trust Company, as Trustee of Residential Asset Securitization Trust Se-ries 2003-A2, Mortgage Pass-Through Cer-

STATE OF GEORGIA COUNTY OF TOWNS NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Bryan Osborn to United Community Bank dated June 15, 2007, and recorded in Deed Book 409, Page 313, and Deed Book 469, Page 252, Towns County Records, said Security Deed having been last sold, assigned, transferred and con-veyed to CF SOUTHEAST TRUST 2011-1, a Delaware Statutory Trust by Assignment securing a Note in the original principal amount of \$172,763.48, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, April 2, 2013, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit: ALL. THAT TRACT OR PARCEL OF LAND

ALL. THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 310 AND 297, 18TH DISTRICT, 1ST SECTION, TOWNS COUNTY, GEORGIA, CONTAINING 0.824 ACRES, MORE OR LESS, AS MORE FULLY SHOWN ON PLAT OF SURVEY BY TAMROK ASSOCIATES, INC., REGISTERED SURVEY-ORS, DATED DECEMBER 23, 1998 AS RE-CORDED IN PLAT BOOK 25, PAGE 114 OF THE TOWNS COUNTY, GEORGIA RECORDS WHICH SURVEY IS INCORPORATED LIFENED BY REF-SURVEY IS INCORPORATED IIEREIN BY REF-ERENCE FOR A COMPLETE DESCRIPTION OF SAID PROPERTY.

THE ABOVE PROPERTY IS CONVEYED TO-GETHER WITH AND SUBJECT TO THE TWEN-TY (20) FOOT RIGHT OF WAY OF MAULDIN CIRCLE AND TIHE ONE HUNDRED (100) FOOT RIGHT OF WAY OF STATE ROUTE NO. 75 AS MORE FULLY SHOWN ON SAID REFERENCED SURVEY.

THE PROPERTY IS FURTHER CONVEYED SUBJECT TO THE UTILITY EASEMENTS AS SHOWN ON SAID SURVEY.

Said property is known as 5844 Mauldin Circle, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The proceeds of said sale will be applied to

the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be dis-

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.

The property is or may be in the posses-sion of Bryan Osborn, successor in interest or tenant(s). CF SOUTHEAST TRUST 2011-1, a Delaware

CF SOUTHEAST TRUST 2011-1, a Delaware Statutory Trust as Attorney-in-Fact for Bryan Osborn File no. 12-034309 SHAPIRO, SWERTFEGER & HASTY, LLP* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100 Atlanta 6, 30341-3941 Atlanta, GA 30341-3941 (770) 220-2535/AS

WWW.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. [FC-NOS]

. (Mar6.13.20.27)B

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under and by virtue of the Power of Sale contained in a Se-curity Deed given by Stephen Keyes, Jr. to Mortgage Electronic Registration Systems, Inc., dated December 26, 2007, recorded in Deed Book 424, Page 372, Towns County, Georgia Records, as last transferred to Suntrust Mortgage, Inc. by assignment re-corded in Deed Book 463, Page 698, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of ONE HUNDRED EIGHTY THOUSAND AND 0/100 DOLLARS (\$180,000), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia within the legal hours of sale on the first Tuesday in April, 2013, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF The debt secured by said Security Deed has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to any outstanding ad va-lorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accu-rate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants and matters of record superior to the Se-curity Deed first set out above. Suntrust Mortgage, Inc. is the holder of the Note and Security Deed to the property in accor-dance with OCGA § 44-14-162.2. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Suntrust Mortgage, Inc., 1001 Semmes Avenue, Richmond, VA 23224, 866-384-0903. To the best knowledge and belief of the undersigned, the party in possession of the property is Tammy Keyes and Stephen W. Keyes, Jr. or a tenant or ten-ants and said property is more commonly known as 4580 White Oak Trail, Hiawasse, Georgia 30546. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. Suntrust Mortgage, Inc. as Attorney in Fact for Stephen Keyes, Jr. McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www.foreclo-surehotline.net MR/jp5 4/2/13 Our file no. 51850309-FT2 EXHIBIT "A" Tract 1: All that tract or parcel of land lying and being in Land Lot no. 258, 18th District, First Section of Towns County, Georgia and being known as Lot 37, Block C, Section 1, An-nex B, Bald Mountain Park, as shown on a Plat of survey made by Thomas M. Patton, dated November 14, 1974. Said Plat being recorded in Plat Book 3, Page 179, in the Towns County Superior Court clerk's office. Subject to existing highway and util-ity rights of Way. Tract 2: All that tract or parcel of land lying and being in Lot of land no. 258, in the 18th District, First Section of Towns County, Georgia and being known as Lot 38, Block C, Section 1, Annex B of the Bald Mountain Park as shown on a Plat of survey by Thomas M. Patton & associ-ates, dated November 14, 1974. Said Plat being recorded in Plat Book 3 Page 179 in the Towns County Superior Court clerk's of-fice. Subject to existing highway and utility rights of Way. Tract 3: All that tract or par-cel of land lying and being in Lot of Land no. 258, 18th District, First Section, Towns County, Georgia and being more particu-County, Georgia and being more particu-larly described as follows: beginning at a point on the northeast side of White Oak Drive with said point being the same as the northwest corner of Lot 37, Block C, Section 1, Annex B, Bald Mountain Park according to survey Plat by Thomas M. Patton, dated November 14, 1974; running thence north 02-50 west along the northeast side of White Oak Drive for a distance of 36.64 feet to an Iron pin; thence south 62-40 east for a distance of 150 feet to an Iron pin; thence a utstatice of rso feet to an iron pin, ilente north 88-31 east to an iron pin along the southwest Boundary of Lot 111, Block C, Section 1, Annex C, according to a Plat of survey by Michael L. Scupin & Associates, dated September 27, 1978; said Iron pin be-ing the southwest corner of Lot 59, Block C Section 1, Annex R. Bald Mourtain Park ing the southwest corner of Lot 59, Block C , Section 1, Annex B, Bald Mountain Park, according to survey Plat by Thomas M. Patton, dated November 14, 1974; running thence along the meander line of a Creek south 46-36 east for a distance of 86.90 feet to an Iron pin; thence s 32-37 west for a distance of 20 feet to an Iron pin and corner; the same point being the northeast corner of Lot 38, Block C, Section 1, Annex B. Bald Mountain Park according to survey B, Bald Mountain Park according to survey Plat by Thomas M. Patton, dated Novem-ber 14, 1974; and the northwest corner of Lot 39, Block C, Section 1, annex b, bald mountain Park according to survey Plat by Thomas M. Patton, dated November 14, 1974; running thence north 64-21 west for a distance of 100.25 feet to an Iron pin, the same being the northwest corner of Lot 38, Block C, Section 1, Annex B, Bald Mountain Park, according to survey Plat by Thomas M. Patton dated November 14, 1974; thence 64-44 west for a distance of 150.75 feet along the northeast boundary of said Lot 37 to an iron pin located on the northwest side of White Oak Drive and point of beginning. According to a Plat of survey by Michael L. Scupin, dated August 14, 1979 recorded in Plat Book 6, Page 275. MR/jp5 4/2/13 Our file no. 51850309 - FT2

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY Under and by virtue of the Power of Sale contained in that Deed to Secure Debt given by VELMA ARROWOOD ANDERSON AND BROWNLOW ANDERSON to the Bank of Hiawassee, being dated October 22, 2007, recorded in Deed Book 421 Pages 800-805, Towns County Georgia records, last assigned to Citizens South Bank, in Deed Book 486, pages 790-798, Towns County, Georgia records; Citizens South Bank having subsequently merged with Park Sterling Bank and Park Sterling Bank being the surviving entity as evidenced by Affidavit Regarding Articles of Merger re-overded in Dand Poek Eat pages 600 655 corded in Deed Book 521, pages 650-655, Towns County, Georgia records, said Deed to Secure Debt, securing a note dated Oc-tober 22, 2007 from Brownlow Anderson and Velma Arrowood Anderson to Bank of Hiawassee, in the original principal amount of \$45,654,75, with interect thereon as set of \$45,654.75, with interest thereon as set forth therein, which debt is secured by the aforementioned Deed to Secure Debt, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Towns County, Georgia, within the legal

hours of sale on the first Tuesday in April, 2013, the following described property: "All that tract or parcel of land lying and being in Land Lot 103, 18th District, 1st Section, Towns County, Georgia, containing 1.868 acres, more or less, as shown on a lat of survey done by Land Tech Services plat of survey done by Land Tech Services, inc., James L. Alexander, RLS #2653, dated 1/23/04 and filed and recorded in Plat Book 32, page 40, Towns County, Georgia re-cords. Said plat being incorporated herein by reference.

Subject to all matters as shown on the above referenced plat of survey. Said property is located at 183 Jack Creek

Road, Hiawassee, GA 30546." The debt secured by said Deed to Secure Debt, has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided and when due and me the manner provided in the note and Deed to Secure Debt. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt, and by law, in-cluding attorneys fees (notice of intent to cellect thermore fees having hear aircra). collect attorneys fees having been given). Said property will be sold subject to any outstanding ad valorem taxes, any matters

which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, easements, restrictions, cove-nants, and matters of record superior to the Deed to Secure Debt, first set out above.

The individual or entity that has full au-thority to negotiate, amend, and modify all terms of the mortgage with the debtor is Tim Brock of Park Sterling Bank, 10 Highway 515, Blairsville, GA 30512; (706)-781-3166. Please understand that the se-cured craditor is not required to negotiate cured creditor is not required to negotiate, amend, or modify the terms of the mort-gage instrument. Said property will be sold as the property of Velma Arrowood Anderson and Brown-

To the best knowledge and belief of the undersigned, the party in possession of the property is Velma Arrowood Anderson

heirs and/or Brownlow Anderson, or a ten-ant or tenants. Any person who occupies the property pursuant to a bona fine lease

or tenancy may have additional rights pur-suant to the federal Protecting Tenants at Foreclosure Act of 2009.

Park Sterling Bank, successor by merger to Citizens South Bank, as successor in interest to Bank of Hiawassee, as attorney

in fact for Velma Arrowood Anderson and Brownlow Anderson. Bruce L. Ferguson

(706)-896-9699 This Law Firm is attempting to col-Lect A Debt. Any information obtained Will be used for that purpose.

Bruce L. Ferguson, P.C. 150 S. Main Street, Ste. D Hiawassee, GA 30546

low Anderson.

recorded in Plat Book 24, Page 164, Towns County Records which description on said plat is incorporated herein by reference. The property is subject to the overhead power lines and power pole as shown on . said plat.

which has the property address of 1988 Barrett Rd, Hiawassee, Georgia., together with all fixtures and other personal prop-

The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to col-lect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby se-cured in accordance with O.C.G.A. Section 44-14-162.2(a).

A4-14-102.2(a). Said property will be sold as the property of Derek D Taylor and Mary Ann W Taylor and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed.

PNC Bank, National Association, successor The balls, Reliant Association, successor in interest to National City Real Estate Ser-vices, LLC, successor by merger to National City Mortgage, Inc., formerly known as Na-tional City Mortgage Co Attorney in Fact for Derek D Taylor and Mary Ann W Taylor McCurdy & Candler L C

McCurdy & Candler, L.L.C. (404) 373-1612

www.mccurdycandler.com

Towns County Herald Publication Dates: 03-06-2013, 03-13-2013, 03-20-2013, 03-27-2013, 04-03-2013, 04-10-2013, 04-17-2013, 04-24-2013, 05-01-

2013 File No. 12-06123 /FHA/Ilawson THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. T(Mar6,13,20,27,Apr3,10,17,24,May1)E

NOTICE OF PETITION TO CHANGE NAME Civil Action File No. 13-CV-49-MI Petitioner: John Michael Lety

Notice is hereby given that John Michael Lety, the undersigned, filed his petition to the Superior Court of Towns County, Georgia, on the 20th day of February, 2013, pray-ing for change in the name of petitioner from John Michael Lety to Mike J. Lety. Notice is hereby given pursuant to law to any interested or affected party to appear in said court and to file objections to such name change. Objections must be filed with said Court within 30 days of the filing of said petition.

This 20th day of February 2013 Signed John Michael Lety T(Mar6,13,20,27)B

executed by Michael P. Dunn to Mortgage Electronic Registration Systems, Inc. as nominee for Acopia, LLC dated July 29, 2011, and recorded in Deed Book 498, Page 289, Towns County Records, said Secu-rity Deed having been last sold, assigned, transferred and conveyed to Wells Fargo Bank, NA by Assignment, securing a Note in the original principal amount of \$126,000, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, April 2, 2013, during the legal hours of sale before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property de-

scribed in said Deed, to-wit: All that tract or parcel of land lying and being in Land Lot 194, 18th District, 1st being in Land Lot 194, 18th District, 1st Section, Towns County, Georgia, and being Lot 1, containing 0.92 acres as shown on a plat of survey done by Landtech Services, Inc., dated August 23, 2007 and filed and recorded at Plat Book 37, Page 205, Towns County, Georgia records. Said plat being in-comported barein by reference hereto.

corporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on the above

referenced plat of survey. The property is conveyed together with a perpetual, non-exclusive easement, 20 foot in width over and across the property of Roy Brown, as shown on a plat of survey recorded in Plat Book 38, Page 235, and more fully described in that deed of ease-ment from Roy Brown recorded at Deed Book 451, Pages 384-385, Towns County, Georgia records and the 10 foot ingress and egress easement as shown crossing Lot 2 on the plat recorded at Plat Book 37, Page

205, Towns County, Georgia records. Said property is known as 266 Highland Hill, Hiawassee, GA 30546, together with all fixtures and personal property attached to and constituting a part of said property, if any.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any as-sessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The proceeds of said sale will be applied to

the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be dis-

tributed as provided by law. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.

The property is or may be in the possession of Michael P. Dunn, successor in interest or tenant(s).

Wells Fargo Bank, NA as Attorney-in-Fact for Michael P. Dunn File no. 13-038696

SHAPIRO, SWERTFEGER & HASTY, LLP* Attorneys and Counselors at Law 2872 Woodcock Blvd., Suite 100

Atlanta, GA 30341-3941 (770) 220-2535/CP

www.swertfeger.net *THE LAW FIRM IS ACTING AS A DEBT COL-

LECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. F(Mar6,13,20,27)

ED IN DEED BOUK 316, PAGES 378-393 AND DEED BOOK 341, PAGE B11, TOWNS COUNTY, GEORGIA RECORDS. THE PROPERTY IS SUBJECT TO THE ROAD RIGHT OF WAYS AS SHOWN ON SAID PLAT OF SURVEY.

THE PROPERTY IS SUBJECT TO THE FLOW-AGE RIGHTS OF THE TVA FOR THE PROPER-TY THAT IS BELOW THE 1933 CONTOUR LINE OF LAKE CHATUGE.

ALSO INCLUDED IN THIS CONVEYANCE IS THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE WATERS OF LAKE CHATUGE, OVER, UPON AND ACROSS THE LANDS AD-JOINING UNIT 3 BETWEEN THE 1933 FOOT ELEVATION CONTOUR LINE AND THE WA-TERS OF SAID LAKE. Said legal description being controlling,

however the property is more commonly known as 599 Hiawassee Estates Unit 3, Hiawassee, GA 30546.

The indebtedness secured by said Security Deed has been and is hereby declared due because of default under the terms of said Security Deed and Note, including but not limited to the nonpayment of the indebted-ness as and when due. The indebtedeness remaining in default, this sale will be made for the purpose of paying the same, all ex-penses of the sale, including attorneys' fees (notice to collect same having been given) and all other payments provided for under the terms of the Security Deed and Note.

Said property will be sold on an "as-is" ba-sis without any representation, warranty or recourse against the above-named creditor or the undersigned. The sale will also be subject to the following items which may affect the title: any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable); the right of redemption of any taxing authority; matters which would be disclosed by an accurate survey or by an inspection of the property; all zoning ordinances; assessments; liens; encumbrances; restrictions covenants, and any other matters of record superior to said Security Deed.

To the best of the knowledge and belief of the undersigned, the owner and party in possession of the property is Margaret H. Pulliam and Stanley D. Pulliam, Margaret H. Pulliam, Stanley D. Pulliam, Steven E. Lusty, Ginger P. Lusty, MARGARET H PUL-LIAM, STEVEN E. LUSTY, GINGER P LUSTY,

or tenants(s). The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the Security

Bank of America, N.A., holds the duly endorsed Note and is the current assignee of the Security Deed to your property. Bank of America, N.A., acting on behalf of and, of America, N.A., acting on behalf of and, as necessary, in consultation with Federal National Mortgage Association (the current investor on your loan), is the entity with the full authority to negotiate, amend, and modify all terms of your loan. Pursuant to O.C.G.A. § 44-14-162.2, you may contact Bank of America, N.A. at: Bank of America, N.A. Home Loan Assistance Dept 7105 Corporate Drive

7105 Corporate Drive

Plano, TX 75024 1-800-669-6650

Please note that, pursuant to 0.C.G.A. § 44-14-162.2, you are not entitled by law to an amendment or modification of the terms of vour Ioan.

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP_FKA COUNTRYWIDE HOME LOANS SER-VICING I P

as Attorney in Fact for MARGARET H. PULLIAM AND STANLEY D.

PULLIAM THE BELOW LAW FIRM MAY BE HELD TO

tificates. Series 2003-B under the Pooling and Servicing agreement dated February 1, 2003, is as follows: OneWest Bank, FSB, P. 0. Box 4045, Kalamazoo, MI 49003, 800-781-7399. The foregoing notwithstanding, nothing in 0.G.C.A. 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instrument.

Deutsche Bank National Trust Company, as Trustee of Residential Asset Securitiza-tion Trust Series 2003-A2, Mortgage Pass-Through Certificates, Series 2003-B under the Pooling and Servicing agreement dated February 1, 2003

as Attorney in Fact for Jeffrey E. Generas and Cindy C. Arrington MorrislHardwicklSchneider, LLC 1301 Hightower Trail, Suite 305 Sandy Springs, Georgia 30350 http://foreclosure.closingsource.net THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE **USED FOR THAT PURPOSE.**

NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY Under and by virtue of the Power of Sale contained in a Deed to Secure Debt given by Burchell Deward Gilbert Jr., and Dana Diana Gilbert to Mortgage Electronic Registration Systems, Inc. as nominee for Encore Credit Corp., dated January 26, 2005, and recorded in Deed Book 326, Page 110, Towns County, Georgia records, as last transferred to The Bank of New York, as indenture trustee for Encore Credit Receivables Trust 2005-1 by Assignment record in Deed Book 438, Page 735 in Towns County, Georgia records, conveying the after-described property to secure a Note of even date in the original principal amount of \$69,000, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns County, Georgia, within the legal hours of sale on the first Tuesday in April, 2013, to wit: April 2, 2013, the following described property:

All that tract and parcel of land lying and being in the 17th District, 1st Section, Land Lot 154 of Towns County, Georgia, contain-In 0.95 acre, more or less, as shown on a plat of survey prepared by Bernard Gregory, County Surveyor, dated June 29, 1987, and recorded in Plat Book 12, Page 82 of Towns County records, said plat being incorporat-ed herein by reference and said plat being more particularly described as follows: BE more particularly described as follows: BE-GINNING at the intersection of Ga. Highway 76 and County Road 152 and running N 31 W a distance of 232 feet along the easterly side of County Road 152 to the Beginning Corner, which is located on the easterly side of County Road 152 and the center line of a branch; thence following the center line of the branch is marked by surveyors cords as follows: N 15 W 78 feet; N 11 W 42 feet; N 7 W 71 feet; N 14 W 142 feet to a point in the centerline of said branch and the intersection of the centerline of another branch; thence following the centerline of another said second branch as marked by a surveyors cord S 47 W 58 feet; thence leaving the centerline of said branch and running S 40 W 211 feet to an Iron pin located on the Easterly side of County Road 152; thence running along the Easterly side of said County Road 152, S 51 E 164 feet to a point; thence continuing along the Easterly side of said County Road 152, S 46 30 E 155 feet to the Beginning Point.

The debt secured by said Deed to Secure Debt has been and is hereby declared due because of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Deed to Secure Debt. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in the Deed to Secure Debt and by law, includ-ing attorney's fees (notice of intent to col-lect attorney's fees having been given).

Said property is commonly known as 5419 Sampson Road, Young Harris, GA 30582, to-gether with all fixtures and personal property attached to and constituting a part of said property. To the best knowledge and belief of the undersigned, the party (or parites) in possession of the subject property is (are): Burchell Deward Gilbert Jr. and Dana Diana Gilbert or tenant or tenants.

Said property will be sold subject to (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due and payable), (b) any matters which night be disclosed by an accurate survey and in-spection of the property, and (c) all matters of record superior to the Deed to Secure Debt first set out above, including, but not limited to, assessments, liens, encum-brances zoning ortinances accements brances, zoning ordinances, easements,

restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; (2) O.C.G.A. Section 9-13-172.1; and (3) final confirmation and audit of the status of the loan with

the holder of the security deed. Pursuant to 0.C.G.A. Section 9-13-172.1, which allows for certain procedures re-garding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclo sure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. Pursuant to O.C.G.A. Section 44-14-162.2, the entity that has full authority to nego-tiate, amend and modify all terms of the mortgage with the debtor is: Select Portfolio Servicing, Inc. Attention: Loss Mitigation Department 3815 South West Temple Salt Lake City, Utah 84115 1-888-818-6032 The foregoing notwithstanding, nothing in OC.G.A. Section 44-14-162.2 shall be con-strued to require the secured creditor to negotiate, amend or modify the terms of This sale is conducted on behalf of the secured creditor under the power of sale granted in the aforementioned security in-strument, specifically being The Bank of New York Mellon (f/k/a The Bank of New York), as indenture trustee for Encore Credit Receivables Trust 2005-1 as attorney in fact for Burchell Deward Gilbert Jr., and Dana Diana Gilbert Richard B. Maner, P.C. 5775 Glenridge Drive Building D, Suite 100 Atlanta, GA 30328 (404)252-6385 (404)202-0500 THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE FC08-611 T(Mar6,13,20,27)B

T(Mar6.13.20.27)B

BE ACTING AS A DEBT COLLECTOR. UNDER FEDERAL LAW. IF SO, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PUR-POSE.

Attorney Contact: Rubin Lublin, LLC, 3740 Davinci Court, Suite 150, Peachtree Cor-

Telephone Number: (877) 813-0992 Case No. BAC-10-10134-0004 Ad Run Dates 03/06/2013, 03/13/2013,

Au hun bates 03/00/2013, 03/13/2013, 03/20/2013, 03/27/2013 www.rubinlublin.com/property-listings. php

F (Mar6,13,20,27)B